

## REMARKS

In the Office Action mailed from the United States Patent and Trademark Office on September 16, 2004, the Examiner rejected claims 1-12 and 18-23.

### Rejections under 35 U.S.C. § 102

In the Office Action, the Examiner rejected claims 1-6, 8-12, and 20-22 under 35 U.S.C. 102(e) as being anticipated by Siegel et al. (hereinafter Siegel) U.S. Publication 2002/0046049. Applicant respectfully traverses. The standard for a Section 102 rejection is set forth in M.P.E.P 706.02, which provides:

[F]or anticipation under 35 U.S.C. 102, the reference must teach every aspect of the claimed invention either explicitly or impliedly. Any feature not directly taught must be inherently present.

Applicant respectfully submits that the cited reference does not teach every aspect of the claimed invention.

Regarding independent claims 1 and 20, the claims require “receiving a request to collect on an unpaid debt.” Examiner cites Siegel page 2, paragraph 0028 as teaching this portion of the instant invention. Applicant respectfully submits that this is a misunderstanding of Siegel. Siegel teaches a method of tracking the performance of a company’s own customer service representatives (“CSRs”) (page 2, paragraphs 0017-0020). In this regard, paragraph 0028 teaches negotiating a “promise for payment” from the debtor, which is clearly different from a “request to collect on an unpaid debt” which would come from a creditor. Therefore, Siegel teaches away from this teaching of the instant invention.

Independent claims 1 and 20 further require “determining whether to allocate a reward for the unpaid debt, wherein the reward includes a non-monetary incentive.” Examiner cites

Siegel page 4, paragraphs 0046-0047 as teaching this portion of the instant invention. Applicant respectfully submits that this mischaracterizes the teachings of Siegel. Siegel does not teach rewarding for an unpaid debt, but teaches allocating rewards as the debt is paid. Specifically, the rewards for the CSRs are allocated “by successfully securing a promise to pay arrears which is then fulfilled.” (page 4, paragraph 47) In fact, paragraph 0048 specifically teaches a punishment (“negative points”) if further payments are not received during the cycle period. Clearly, Siegel does not teach determining whether to allocate a reward for the unpaid debt which is the subject of a request to collect.

Independent claims 1 further requires “selectively apportioning the portion of the unpaid debt that has been collected” and independent claim 20 further requires “selectively apportioning monies that have been collected on the unpaid debt.” Examiner cites Siegel page 4 paragraph 0057 through page 5 paragraph 0058 as teaching such selective apportionment. Applicant respectfully submits that nothing in Siegel teaches these limitations. Siegel teaches a single-entity collection method (containing a customer service department with CSRs who attempt to secure promises to pay debts and to secure such payments). Any payment that is made is directed in its entirety to the delinquent account, and is therefore not “selectively apportioned” at all. What Siegel teaches is a selective method to track and reward the performance of the CSRs based on their ability to move accounts to lesser stages of delinquency, and awarding points based on CSRs ability to reduce delinquency of accounts. (page 4, paragraph 48) Nothing in Siegel teaches selectively apportioning the money received in payment of the debts.

Therefore, Applicant respectfully submits that Siegel fails to teach every aspect of the claimed invention as disclosed in independent claims 1 or 20, either explicitly or impliedly. For at least these reasons, Applicant respectfully requests that the rejections of claims 1 and 20 be

withdrawn. Claims 2-10 and 21-22 are dependent from claims 1 or 20, and therefore should be allowable for at least the same reasons, and Applicant respectfully requests that the rejection of those claims also be withdrawn.

Furthermore, Applicant respectfully submits that Examiner has misunderstood other aspects of Siegel in rejecting the independent claims. For example, Siegel never teaches “education and certification” in either debt collection techniques or techniques to receive rewards for unpaid debts as a requirement for eligibility of receipt of a reward as required by claim 3. Nor does Siegel teach providing a reward merely upon certification, as required by claim 4. Nor does Siegel page 4 paragraph 0046 teach credits for use in obtaining at least one of “a good and a service,” as required by claims 6 and 22. Instead Siegel teaches points related to the CSRs’ effectiveness, without teaching what the points will be used for.

Claim 8 requires “identifying a debt owner’s amount of the portion collected,” which is contrary to the teachings of Siegel, as already explained above, which teachings instruct that the debt owner receives the full amount of the portion collected. Nor does Siegel teach the “letter-writing vouchers” required by claims 9 and 10. Applicant respectfully submits that nothing in the cited paragraphs (page 4 paragraph 0057 through page 5 paragraph 0058) teaches such vouchers, nor does anything else in Siegel.

Therefore, for at least these further reasons, Applicant requests that the rejection of dependent claims 2-10 and 21-22 be withdrawn.

Regarding independent claim 11, the claim requires “certifying an individual to receive a reward for providing at least one in a series of unpaid debts to a collection entity.” Examiner cites Siegel page 4, paragraphs 0046-0048 as teaching this limitation. Applicant respectfully submits that this interpretation is a misunderstanding of these paragraphs of Siegel and that

Siegel does not teach this limitation of claim 11. As discussed above, these paragraphs of Siegel teach providing incentives to CSRs for “securing a promise to pay arrears which is then fulfilled.” (page 4, paragraph 0047) Also, as discussed above, Siegel teaches a method for a single entity to track the performance of its CSRs. Nowhere does Siegel teach certifying an individual to receive a reward, nor providing unpaid debts to a separate collection entity, nor rewards for unpaid debts. Siegel only teaches rewarding one’s own CSRs for actually collecting debts from debtors. Therefore, Applicant respectfully submits that Siegel does not teach the quoted limitation from independent claim 11.

Independent claim 11 further requires “providing the reward to the certified individual upon providing the unpaid debt to the collection entity.” Examiner cites the same paragraphs from Siegel as teaching this limitation. Applicant respectfully submits that Siegel specifically teaches away from the claimed limitation, as Siegel teaches a punishment (“negative points”) for unpaid debts (page 4 paragraph 0048) and does not discuss any kind of reward for the provision of “the unpaid debt to the collection entity.”

As discussed above, Siegel does not teach any kind of education or certification, as required by claim 12. Therefore, for at least these reasons, Applicant respectfully requests that the rejection of claims 11 and 12 be withdrawn.

#### Rejections under 35 U.S.C. § 103

In the Office Action, the Examiner rejected claims 7 and 23 under 35 U.S.C. § 103(a) as being unpatentable over Siegel et al. (hereinafter Siegel) U.S. Publication 2002/0046049. Applicant respectfully traverses. Claims 7 and 23 are dependent from claims 1 and 20 and are

therefore allowable for at least the reasons stated above. Applicant respectfully requests that the rejections of claims 7 and 23 be withdrawn.

In the Office Action, the Examiner rejected claims 18 and 19 under 35 U.S.C. § 103(a) as being unpatentable over Siegel et al. (hereinafter Siegel) U.S. Publication 2002/0046049 in view of Wind, U.S. Reissue RE 37,730 (hereinafter Wind). Applicant respectfully traverses.

Applicant respectfully submits that it would not have been obvious to one of ordinary skill in the art to modify and combine Siegel and Wind to arrive at the instant invention as disclosed in claims 18 and 19.

To establish a *prima facie* case of obviousness, three criteria must be met. First, there must be some suggestion or motivation to modify the reference or to combine reference teachings. Second, there must be a reasonable expectation of success. Finally, the prior art reference (or references when combined) must teach or suggest all the claim limitations. MPEP 2142. This last requirement mirrors the first of the *Graham* inquiries noted by the Examiner: determining the scope and content of the cited references. Applicant respectfully submits that the cited references fail to teach or suggest all the claim limitations of claims 18 and 19.

Independent claim 18 requires “receiving a request to perform the debt collection service.” Examiner cites Siegel page 2, paragraph 0028 as teaching this limitation. As discussed above, Applicant respectfully submits that this is a misunderstanding of Siegel. Siegel teaches a method of tracking the performance of a company’s own customer service representatives (“CSRs”) (page 2, paragraphs 0017-0020). In this regard, paragraph 0028 teaches negotiating a “promise for payment” from the debtor, which is clearly different from a request to “collect on an unpaid debt” which would come from a creditor, not a debtor. Therefore, Siegel teaches away from this teaching of the instant invention.

Independent claim 18 further requires “determining whether to allocate a reward in connection with the request.” Examiner cites Siegel page 4, paragraphs 0046-0048 as teaching this limitation. Again, as discussed above, Applicant respectfully submits that this mischaracterizes the teachings of Siegel. Siegel does not teach rewarding for a request to collect unpaid debt, but teaches allocating rewards as the debt is paid. Specifically, the rewards for the CSRs are allocated “by successfully securing a promise to pay arrears which is then fulfilled.” (page 4, paragraph 47) In fact, paragraph 0048 specifically teaches a punishment (“negative points”) if further payments are not received during the cycle period. Clearly, Siegel does not teach determining whether to allocate a reward for the unpaid debt which is the subject of a request to collect.

Therefore, Applicant respectfully submits that the cited references fail to teach or suggest all the limitations of independent claim 18, as required for a finding of obviousness under 35 U.S.C. § 103(a). Applicant respectfully submits that a finding of obviousness is improper and respectfully requests that the rejection of independent claim 18 be withdrawn.

Claim 19 is dependent on claim 18, and is therefore allowable for at least the same reasons, and Applicant respectfully requests that the rejection of dependent claim 19 also be withdrawn.

### CONCLUSION

Applicants submit that the comments made herein do not add new matter and that the claims are now in condition for allowance. Accordingly, Applicants request favorable reconsideration. If the Examiner has any questions or concerns regarding this communication, the Examiner is invited to call the undersigned.

DATED this 30 day of June, 2005.

Respectfully submitted,



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